

**EXHIBIT A**

[CALIFORNIA CLASS NOTICE]

EXHIBIT A

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
(OAKLAND DIVISION)

PAULA LABRIE, ALFREDO MACIAS,  
PETER MILLMAN, TOM CHORTABTIM,  
RAF SISON,

Plaintiffs,

vs.

UPS SUPPLY CHAIN SOLUTIONS, INC.,

Defendant.

CASE NO. 4:08-CV-03182 PJH

**NOTICE OF PROPOSED SETTLEMENT OF  
CLASS ACTION, CONDITIONAL  
CERTIFICATION OF SETTLEMENT  
CLASS, PRELIMINARY APPROVAL OF  
SETTLEMENT, AND HEARING DATE FOR  
FINAL COURT APPROVAL**

**NOTE: PARA ALTAVOCES ESPAÑOLES, TRADUCCIONES ESPAÑOLAS DE  
ESTOS DOCUMENTOS TAMBIÉN SON ENCERRADAS.**

1           **TO: ALL PERSONS WHO HAVE WORKED FOR UPS SUPPLY CHAIN**  
2           **SOLUTIONS, INC. IN CALIFORNIA WHILE CLASSIFIED AS**  
3           **INDEPENDENT CONTRACTOR COURIERS AT ANY TIME**  
4           **FROM JULY 2, 2004 THROUGH OCTOBER 31, 2009.**

5           **PLEASE READ THIS NOTICE CAREFULLY; IT MAY AFFECT YOUR**  
6           **LEGAL RIGHTS TO CLAIM MONEY UNDER THIS CLASS ACTION**  
7           **SETTLEMENT.**

8           **IF YOU WISH TO CLAIM A SHARE OF THE SETTLEMENT**  
9           **DESCRIBED IN THIS NOTICE, YOU MUST COMPLETE AND SUBMIT**  
10           **THE ACCOMPANYING CLAIM FORM, POSTMARKED OR**  
11           **OTHERWISE RECEIVED BY THE SETTLEMENT ADMINISTRATOR**  
12           **ON OR BEFORE \_\_\_\_\_, 2010, OR ELSE YOU WILL NOT**  
13           **RECEIVE YOUR SHARE OF THE SETTLEMENT. YOUR ESTIMATED**  
14           **SETTLEMENT SHARE IS SET FORTH IN THE ACCOMPANYING**  
15           **CLAIM FORM AS FULLY EXPLAINED. YOUR ACTUAL**  
16           **SETTLEMENT SHARE MIGHT BE DIFFERENT. PLEASE REVIEW THE**  
17           **INFORMATION IN YOUR CLAIM FORM TO CONFIRM THAT IT IS**  
18           **ACCURATE.**

19           **IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT,**  
20           **YOU MUST SUBMIT A WRITTEN OPT-OUT AS DESCRIBED IN THIS**  
21           **DOCUMENT, ON OR BEFORE \_\_\_\_\_, 2010, OR ELSE YOU WILL BE**  
22           **BOUND BY THE SETTLEMENT.**

23           **IF YOU WISH TO OBJECT TO THE SETTLEMENT, YOU MUST**  
24           **FOLLOW THE DIRECTIONS IN THIS NOTICE.**

25           Pursuant to the order of the United States District Court for the Northern District  
26 of California (the "Court") entered on December \_\_, 2009, YOU ARE HEREBY NOTIFIED AS  
27 FOLLOWS:

28           1.     **WHAT IS THIS NOTICE ABOUT?**

          A proposed settlement of \$12.8 million has been reached between plaintiffs Paula  
LaBrie, Alfredo Macias, Peter Millman, Tom Chortabtim, and Raf Sison and defendant UPS  
Supply Chain Solutions, Inc. ("UPS SCS"), in the class action and collective action pending in  
the Court on the terms and conditions explained below.

          The Court has preliminarily approved a settlement, and conditionally certified the  
following classes for purposes of the settlement:

California Class: All persons who worked for UPS SCS while classified as  
independent contractor couriers in California, at any time from July 2, 2004  
through October 31, 2009, who made 10% or more of their deliveries for UPS SCS  
from July 2, 2004 through October 31, 2009 in California.

FLSA Class: All persons who are not California Class Members who worked for

UPS SCS while classified as independent contractor couriers in states other than California at any time from July 2, 2005 through October 31, 2009, and who filed with the Court a Consent To Become A Party Plaintiff, and those who were California Class Members but provided service for UPS SCS in states other than California after March 28, 2008

You have received this notice because UPS SCS' records indicate that you are a member of the California Class and are entitled to a proportionate share of the settlement. This notice is designed to inform you of how you can claim a share of the settlement, comment in favor of the settlement or object to the settlement, or opt-out of the settlement. If you have not previously filed a Consent To Become A Party Plaintiff, YOU MUST TIMELY SUBMIT THE ATTACHED CLAIM FORM which includes information about your share of the settlement. Please note that even if you object to the settlement, unless you submit a timely, written opt-out, the settlement if approved by the Court will be binding upon you. If you have not previously filed a Consent To Become A Party Plaintiff and you fail to submit the attached claim form in order to receive your share of the settlement, you will still be bound by the terms of the settlement, even though you will not receive your proportionate share.

## 2. BACKGROUND OF THE CASE

On July 2, 2008, plaintiffs brought a lawsuit against UPS SCS entitled, "*Paula LaBrie, Alfredo Macias, Peter Millman, Tom Chortabtim, and Raf Sison v. UPS Supply Chain Solutions, Inc.*" in the United States District Court, Northern District of California, Case No. 4:08-CV-03182-PJH (the "Action").

Plaintiffs' complaint alleged that UPS SCS misclassified them as independent contractors, in violation of the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (the "FLSA"), California wage-and-hour law, and California Business and Professions Code section 17200 *et seq.* and failed to pay overtime and minimum wages; failed to provide reimbursement for California business expenses; failed to pay California reporting time; and failed to pay California wages due at termination of employment. Plaintiffs alleged the case as a class action on behalf of themselves and similarly situated individuals in California, and a collective action comprised of themselves and similarly situated individuals in the United States, and sought to recover from UPS SCS back wages, interest, penalties, and attorneys' fees and costs.

UPS SCS denies and continues to deny all of plaintiffs' allegations. UPS SCS contends that a class or collective action could not properly be certified in the Action if it were litigated; that the members of the proposed classes were properly classified as independent contractors under federal and state law; that UPS SCS did not violate the FLSA, the California Labor Code, or California Business and Professions Code section 17200 *et seq*; and that UPS SCS is not liable for any of the penalties claimed or that could be claimed in the Complaint.

In March of 2009, the Court conditionally certified the collective action and authorized notice to be sent to the FLSA class along with a form of Consent To Become a Party Plaintiff. The 522 individuals who filed consents in court are listed on Exhibit A to this Notice.

After more than two days of good-faith negotiations presided over by a private mediator, in which both sides recognized the substantial risks, the probability of lengthy delays and significant additional costs of litigation, Plaintiffs and UPS SCS agreed to settle the Action pursuant to the terms and conditions of the Settlement Agreement, subject to Court approval.

The settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is intended or will be construed as an admission by UPS SCS that plaintiffs' claims in the Action have merit or that it has any liability to plaintiffs or the class on those claims.

Both parties and their counsel have concluded that the settlement is advantageous, considering all the risks, delays and uncertainties to each side of continued litigation. The parties and their counsel have determined that the settlement is fair, reasonable, and adequate and is in the best interests of the members of the class.

### 3. SUMMARY OF THE SETTLEMENT

(a) **Who is included in the settlement?** You are included in the settlement if you fall within one of the class definitions set forth at the beginning of this notice. UPS SCS's records indicate that you are a member of the California Class.

(b) **How do I receive money from the settlement?** If you have not previously filed a Consent To Become A Party Plaintiff (see Exhibit A), you must complete and

1 submit the attached claim form enclosed with this notice and return it via U.S. mail, fax or hand-  
 2 delivery to the settlement administrator at:

3 UPS SCS Settlement Administrator  
 4 CPT Group, Inc.

5 \_\_\_\_\_  
 6 Telephone: ( ) - \_\_\_\_\_  
 Fax: ( ) - \_\_\_\_\_

7 **If you do not submit a timely claim form by \_\_\_\_\_, 2010, you will not receive any money**  
 8 **from the settlement. If you need assistance in filing out the claim form, you may contact the**  
 9 **Settlement Administrator or Class Counsel.**

10 (c) **What will I receive from the settlement?** Under the settlement, UPS  
 11 SCS will pay \$12,800,000. Out of the \$12,800,000, UPS SCS will pay certain amounts approved  
 12 by the court for the Class Representative Payments, attorneys' fees and costs, the payment to the  
 13 Labor and Workforce Development Agency of the State of California, and the settlement  
 14 administrator's reasonable fees and expenses, which will not exceed the requested amounts of  
 15 \$2,165,000. The remainder (the "Net Settlement Amount") of at least \$10,635,000 will be  
 16 distributed to members of the California Class and the FLSA Class. Two Thirds of the Net  
 17 Settlement Amount will be distributed to members of the California Class (the "California Class  
 18 Net Settlement Amount"), and one-third will be distributed to the FLSA Class (the "FLSA Net  
 19 Settlement Amount"). This allocation between the two classes is based on the proportionate  
 20 claims asserted on behalf of each class in the case.

21 UPS SCS will pay to each Participating California Class Member a settlement  
 22 share calculated by (1) dividing the California Class Net Settlement Amount by the total number  
 23 of workdays for all participating California Class Members during the class period and (b)  
 24 multiplying the result by the claimant's number of workdays. However, under no circumstances  
 25 will a Participating California Class Member's Settlement Share be less than \$500. For purposes  
 26 of this settlement, a "workday" means a day from July 2, 2004 through October 31, 2009 when a  
 27 California Class Member was dispatched to make at least one delivery for UPS SCS.

28 (d) **When will I receive my settlement share?** The settlement shares and

- 4 -

1 other amounts will be paid after final court approval of the settlement and after all rights to appeal  
2 or review are exhausted or any appeal or review has been resolved in favor of the settlement.

3 (e) **How do I exclude myself from the settlement?** If you have not filed a  
4 Consent To Become A Party Plaintiff with the Court, you may exclude yourself from the  
5 settlement by timely submitting a written opt-out. An opt-out means a signed, written request  
6 stating that you want to exclude yourself from the settlement and understand that as a result you  
7 will not be entitled to share in the settlement proceeds sent to the Settlement Administrator by  
8 \_\_\_\_\_. If you do not timely submit an opt-out, you will be bound by the settlement  
9 even if you object to the settlement.

10 (f) **How do I dispute information in my claim form?**  
11 The Court has appointed CPT Group, Inc., to act as an independent settlement  
12 administrator and to resolve any dispute concerning the calculation of a class member's  
13 entitlement to a settlement share.

14 Enclosed with this notice is your Claim Form which sets forth (based on UPS  
15 SCS's delivery records) the number of days from July 2, 2004 through October 31, 2009 that you  
16 were dispatched to make at least one delivery for UPS SCS, and an estimate of your settlement  
17 share, assuming that the Court finally approves the settlement; all class members participate and  
18 make claims; and the Court approves the amounts sought for the requested payments discussed  
19 below in §§ h, i, j, and k. Your actual settlement share may end up being different.

20 If you disagree with the workday information shown on the claim form, you must  
21 correct the Claim Form and provide documents to prove your correction by the stated deadline.  
22 In the event of such a dispute, the Settlement Administrator will review UPS SCS' records and  
23 your to verify the information. After consultation with you, Class Counsel, and UPS SCS, the  
24 settlement administrator will make a final determination of the number of workdays and that  
25 determination will be final, binding on you and UPS SCS, and non-appealable.

26 (g) **What claims are being released as part of the settlement?**

27 The settlement provides that, as of the date of the judgment approving the  
28 settlement, all participating California Class Members (all California Class Members other than

those who opt out, even if they do not make claims) fully and finally release UPS SCS, and its parents, predecessors, successors, subsidiaries, affiliates, and trusts, and all of its employees, officers, agents, attorneys, stockholders, fiduciaries, other service providers, and assigns, from any and all claims, known and unknown, all claims based on or arising from the allegations that they were or are improperly compensated under federal, state, or local law (the "Class's Released Claims"). The Class's Released Claims include any and all claims for unpaid wages, minimum wages, overtime compensation, reporting time pay, meal and rest break premiums, employee benefits or insurance, unpaid expenses, penalties, interest, and attorneys' fees, whether founded on federal, state, or local law. The Class's Released Claims include, but are not limited to, all such claims arising under FLSA, federal common law, the Employee Retirement Income Security Act, 29 U.S.C. § 1001 *et seq.* ("ERISA"), California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1194, 2698 *et seq.*, and 2802 (and any similar statutes in other states), the wage orders of the California Industrial Welfare Commission (and any similar regulations in other states), California Business and Professions Code section 17200 *et seq.*, and state common law of contract.

The Class's Released Claims include all such claims, whether known or unknown. Thus, if even if a participating class member discovers facts in addition to or different from those that he or she now knows or believes to be true with respect to the subject matter of the Class's Released Claims, those claims will remain released and forever barred. Therefore, participating class members expressly waive and relinquish the provisions, rights, and benefits of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

(h) **Class Representative Payments:** In addition to their proportionate shares as participating class members, plaintiffs will seek approval from the Court for payment of \$20,000 each for their services as Class Representatives, for participating in discovery and mediation, for their extensive work with Class Counsel, as well as their acceptance of the risk of

1 paying UPS SCS's attorneys' fees and expenses in the event of an unsuccessful outcome. These  
2 payments will be made out of the settlement.

3 (i) **Class Counsel Fees Payment and Class Counsel Litigation Expenses**

4 **Payment:** As part of the final approval hearing, Plaintiffs will make a motion for Attorneys Fees  
5 and Costs to be paid to Class Counsel, Leonard Carder, LLP, for a maximum of \$1,700,000 for  
6 their attorneys' fees in connection with their work in this case and for not more than \$325,000 in  
7 reimbursement of their litigation costs and expenses. Class members are not personally liable for  
8 any fees and costs and will not be required to pay any such amounts. These amounts or the  
9 amounts approved by the Court will constitute full and complete compensation for all legal fees  
10 and all litigation costs and expenses of all Class Counsel through the completion of the litigation,  
11 whatever date that may be. Attorney fees and costs approved by the Court will be paid out of the  
12 settlement. Plaintiffs and Class members are not liable for payment of attorneys' fees or costs  
13 incurred by UPS SCS and no such payments will be made to UPS SCS or its counsel from the  
14 settlement.

15 (j) **Payment to LWDA.** The parties have agreed that the Labor and  
16 Workforce Development Agency of the State of California (the "LWDA") will be paid \$20,000  
17 out of the settlement as the LWDA's share of the settlement of potential civil penalties.

18 (k) **Costs of Administration:** The settlement administrator's reasonable fees  
19 and expenses incurred in administering the settlement will be paid out of the settlement, not to  
20 exceed \$20,000.

21  
22 **4. PLAINTIFFS' AND CLASS COUNSEL'S SUPPORT OF THE SETTLEMENT.**

23 Plaintiffs as Class Representatives and Class Counsel support the settlement. Their  
24 reasons include the risk of an unsuccessful or partially unsuccessful outcome on the merits of  
25 plaintiffs' claims, and the inherent delays and uncertainties associated with litigation. Based on  
26 their experience litigating similar cases, Class Counsel believe that further proceedings in this  
27 case, including a trial and probable appeals, would be very expensive and protracted. No one can  
28 confidently predict how the various legal questions at issue, including the amount of damages,

You may participate, object, contest your proportionate amount or opt out.

Plaintiffs as Class Representatives and Class Counsel represent your interests as a class member. If you have not previously filed a Consent To Become A Party Plaintiff (see Exhibit A), you MUST file the attached Claim Form by \_\_\_\_\_ with the Settlement Administrator. Unless you validly elect to opt out, you are a part of the class, you will be bound by the terms of the settlement and any final judgment that may be entered by the Court, and you will be deemed to have released the claims against UPS SCS and the other released parties described above. This is true even if you fail to submit a claim form in order to claim your settlement share. As a member of the class, you will not be responsible for the payment of attorneys' fees or costs unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.

You may object to the terms of the settlement before final approval, either by filing a written objection or filing a notice of your intent to appear and object at the final approval hearing. If the Court rejects your objection, however, you will still be bound by the terms of the settlement, unless you also submit a timely opt-out. To object, you must send a written notice of objection or a written notice of your intent to appear and object at the final approval hearing to the Court and to counsel at the addresses shown below:

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**CLASS COUNSEL**

Lynn Rossman Faris  
 Eleanor Morton  
 Jennifer Keating  
 Leonard Carder, LLP  
 1330 Broadway, Suite 1450  
 Oakland, California 94612  
 Telephone: (510) 272-0169  
 Fax: (510) 272-0174  
 Email: [lfaris@leonardcarder.com](mailto:lfaris@leonardcarder.com)  
[emorton@leonardcarder.com](mailto:emorton@leonardcarder.com)  
[jkeating@leonardcarder.com](mailto:jkeating@leonardcarder.com)

**UPS SCS'S COUNSEL**

Robert P. Kristoff  
 Zachary P. Hutton  
 Benjamin Strawn  
 Paul, Hastings, Janofsky & Walker LLP  
 55 Second Street, 24th Floor  
 San Francisco, California 94105-3441  
 Telephone: (415) 856-7000  
 Fax: (415) 856-7100  
 E-mail: [bobkristoff@paulhastings.com](mailto:bobkristoff@paulhastings.com)  
[zachhutton@paulhastings.com](mailto:zachhutton@paulhastings.com)  
[benjaminstrawn@paulhastings.com](mailto:benjaminstrawn@paulhastings.com)

**DO NOT TELEPHONE THE COURT OR UPS SCS'S COUNSEL.**

Any written objection and/or notice of your intent to appear at the hearing must state each specific reason for your objection and any legal support for each objection. Your written objection and/or notice of your intent to appear at the hearing must also state your full name, address, and the last four digits of your Social Security number.

To be valid, the Court and counsel must receive any written objections and/or notices of intent to appear at the hearing not later than \_\_\_\_\_, 2010. A class member who fails to file and serve a written statement of objection in the manner described above and by the specified deadline will be deemed to have waived any objections and will be foreclosed from making any objection (whether by appeal or otherwise) to the settlement.

(c) **Disputing the information on your claim form.** If you dispute the number of workdays on your claim form, state on your form what you contend is the correct information and return the form by U.S. mail, fax or hand-delivery to the settlement administrator along with documentary evidence at:

UPS SCS Settlement Administrator  
 CPT Group, Inc.

\_\_\_\_\_  
 Telephone: ( ) \_\_\_\_ - \_\_\_\_  
 Fax: ( ) \_\_\_\_ - \_\_\_\_

**e. Excluding yourself from the settlement.**

If you are not listed on Exhibit A (which lists individuals who filed a Consent To

Become a Party Plaintiff), you may exclude yourself from the settlement by timely submitting an opt-out signed and in writing, which states that you want to exclude yourself from the settlement and understand that as a result you will not be entitled to share in the settlement proceeds. Your opt-out must be returned to the settlement administrator by not later than \_\_\_\_\_, 2010. If the opt-out is not returned to the settlement administrator by this deadline, you still will be bound by all terms and conditions of the settlement, if the settlement is approved by the Court, and the Judgment, regardless of whether you objected to the settlement or submitted a claim form.

Any person who submits a valid, timely opt-out will, upon receipt, no longer be a member of the class and will not be eligible to receive a settlement share. Any such person, at his or her own expense, may pursue any claims he or she may have against UPS SCS, its affiliates, predecessor, or acquired companies.

If you have not filed a Consent To Become A Party Plaintiff and choose not to participate in the settlement, send your opt-out to the settlement administrator by U.S. mail, facsimile, or professional or personal delivery to the settlement administrator at:

UPS SCS Settlement Administrator  
CPT Group, Inc.

\_\_\_\_\_  
Telephone: ( ) \_\_\_\_ - \_\_\_\_  
Fax: ( ) \_\_\_\_ - \_\_\_\_

#### 6. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing on \_\_\_\_\_, 2010, at \_\_\_\_\_ m., in Courtroom 3 of the Oakland Division of the United States District Court for the Northern District of California, 1301 Clay Street, Suite 400S, Oakland, California, 94612, to determine whether the settlement should be finally approved as fair, reasonable, and adequate. (If no objections to the settlement are made by class members, the date of the hearing may be expedited.) The Court will also be asked to approve the requests for the Class Representative Payments and the attorneys' fees and costs to Leonard Carder, LLP. The hearing may be postponed without further notice to the class. **It is not necessary for you to appear at this hearing. If you have given notice of your objection to the settlement, you may appear at the**

1 hearing at your option so long as you have filed a notice of intent to appear by \_\_\_\_\_,  
2 2010.

3           7.       **GETTING MORE INFORMATION**

4           The above is a summary of the basic terms of the settlement. For the precise and  
5 complete terms and conditions of the settlement, you may review the detailed Settlement  
6 Agreement, which will be on file with the Clerk of the Court. The pleadings and other records in  
7 this litigation including the Settlement Agreement, may be examined (i) online through the Public  
8 Access to Court Electronic Resources system, known as "PACER," at  
9 <http://ecf.cand.uscourts.gov>, or (ii) in person at the Office of the Clerk at the United States  
10 District Court at 1301 Clay Street, Suite 400S, Oakland, California , 94612, between the hours of  
11 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays, or you may contact  
12 Class Counsel or the settlement administrator. **PLEASE DO NOT TELEPHONE THE**  
13 **COURT OR UPS SCS'S COUNSEL FOR INFORMATION REGARDING THIS**  
14 **SETTLEMENT OR THE CLAIM PROCESS!**

15 DATED: January \_\_\_\_, 2010

16 \_\_\_\_\_  
17 Phyllis J. Hamilton  
18 United States District Judge  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT B**

[CLAIM FORM ]

**EXHIBIT B****CALIFORNIA CLAIM FORM**

**NOTE:** Please read the "Notice of Proposed Settlement of Class Action, Conditional Certification of Settlement Class, Preliminary Approval of Settlement, and Hearing Date for Final Court Approval" before completing this Claim Form.

**DEADLINE:** If you have not previously submitted a Consent To Become A Party Plaintiff (see Exhibit A to the Class Notice), to receive any money from this settlement, you must complete and submit this Claim Form to the UPS SCS Settlement Administrator, POSTMARKED or DELIVERED (via fax or hand- delivery) as indicated above, by \_\_\_\_\_, 2010.

**1. Your Contact Information**

Please review and, if necessary, correct on the line to the right your contact information:

Name: <<Name>> \_\_\_\_\_

Address: <<Address>> \_\_\_\_\_

City, State, Zip: <<City>>, <<State>> <<Zip Code>> \_\_\_\_\_

Social Security number (last four digits) only: <<SSN>> \_\_\_\_\_

**Please provide further contact information here.**

Telephone number (daytime): \_\_\_\_\_

Telephone number (cell): \_\_\_\_\_

E-mail: \_\_\_\_\_

**2. Your Covered Work Days During the Class Period**

Under the settlement, your proportionate settlement share will be based on the number of days during the class period (July 2, 2004 through October 31, 2009) that you were dispatched to make a delivery for UPS Supply Chain Solutions (see § 1 of the Class Notice).

The records of UPS SCS, show that during the class period (July 2, 2004 through October 31, 2009), you were dispatched to make one or more deliveries for UPS SCS on <<Covered Days>> days. (Even if you did not work enough days, you will receive a minimum of \$500.)

Based on these workdays, your estimated settlement share is \$ <<SHARE>>. Payment of this amount will only be made if the Court finally approves the settlement. The amount could change if not all class members participate in the settlement and submit valid claims or if the Court does not approve the amounts requested for the various payments explained in §3h, i, j and k of the attached Notice. Your actual settlement share may end up being different.

If you believe that your work information is incorrect as stated, please (i) correct that information in the space below (using additional paper if necessary), and (ii) enclose documentary evidence supporting your correction(s) If you fail to provide documentary evidence in support of your correction, no correction will be made.

---

**Note:** If you do not submit a correction, you waive your right to challenge the number of days dispatched stated above. By submitting a correction, you are authorizing the settlement administrator to review UPS SCS's records and yours to make a determination which may increase or decrease the value of your share of the settlement. All such determinations by the settlement administrator are final and binding with no opportunity for further appeal.

3. **Signature and Confirmation**

I state that the information set forth above (including any corrections I have made) is true and correct and I wish to receive my share of the proposed settlement.

\_\_\_\_\_, 2010.

\_\_\_\_\_  
Signature

4. **Postmark Deadline**

**Your claim form must be POSTMARKED or DELIVERED (via fax or hand-delivery) on or before \_\_\_\_\_, 2010.** A claim form postmarked or received by the settlement administrator after this deadline will not be accepted absent good cause shown. A self-addressed, stamped envelope has been enclosed for your convenience or you may mail this claim form to the Settlement Administrator at.

UPS SCS Settlement Administrator  
CPT Group, Inc.

\_\_\_\_\_  
Telephone: ( ) \_\_\_\_-\_\_\_\_  
Fax: ( ) \_\_\_\_-\_\_\_\_

5. **Questions?**

If you have questions regarding this claim form, please contact the settlement administrator at the number above or Class Counsel at 510-272-0169.

**EXHIBIT C**

[FLSA CLASS NOTICE]

**EXHIBIT C**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
(OAKLAND DIVISION)

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**NOTE: PARA ALTAVOCES ESPAÑOLES, TRADUCCIONES ESPAÑOLAS DE  
ESTOS DOCUMENTOS TAMBIÉN SON ENCERRADAS.**

1 **TO: ALL PERSONS WHO HAVE WORKED FOR UPS SUPPLY CHAIN**  
2 **SOLUTIONS, INC. IN STATES OTHER THAN CALIFORNIA**  
3 **WHILE CLASSIFIED AS INDEPENDENT CONTRACTOR**  
4 **COURIERS AT ANY TIME FROM JULY 2, 2005 THROUGH**  
5 **OCTOBER 31, 2009, AND WHO PREVIOUSLY FILED WITH THE**  
6 **COURT TIMELY CONSENTS TO BECOME A PARTY**  
7 **PLAINTIFF.**

8 **PLEASE READ THIS NOTICE CAREFULLY; IT MAY AFFECT YOUR**  
9 **LEGAL RIGHTS TO CLAIM MONEY UNDER THIS CLASS ACTION**  
10 **SETTLEMENT.**

11 **YOUR SHARE OF THE SETTLEMENT DESCRIBED IN THIS NOTICE IS**  
12 **SET FORTH IN THE ACCOMPANYING WORKWEEK VERIFICATION**  
13 **FORM AS FULLY EXPLAINED. YOUR ACTUAL SETTLEMENT**  
14 **SHARE MIGHT BE DIFFERENT. PLEASE REVIEW THE**  
15 **INFORMATION IN YOUR WORKWEEK VERIFICATION FORM TO**  
16 **CONFIRM THAT IT IS ACCURATE.**

17 **IF YOU HAVE ANY CORRECTIONS TO THE INFORMATION IN THE**  
18 **ENCLOSED WORKWEEK VERIFICATION FORM, YOU MUST SUBMIT**  
19 **THEM ON OR BEFORE \_\_\_\_\_, 2010.**

20 Pursuant to the order of the United States District Court for the Northern District  
21 of California (the "Court") entered on December \_\_, 2009, YOU ARE HEREBY NOTIFIED AS  
22 FOLLOWS:

23 1. **WHAT IS THIS NOTICE ABOUT?**

24 A proposed settlement of \$12.8 million has been reached between plaintiffs Paula  
25 LaBrie, Alfredo Macias, Peter Millman, Tom Chortabtim, and Raf Sison and defendant UPS  
26 Supply Chain Solutions, Inc. ("UPS SCS"), in the class action and collective action pending in  
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28 The Court has preliminarily approved a settlement, and conditionally certified the  
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SCS from July 2, 2004 through October 31, 2009 in California.

FLSA Class: All persons who are not California Class Members who worked for  
UPS SCS while classified as independent contractor couriers in states other than  
California at any time from July 2, 2005 through October 31, 2009, and who filed  
with the Court a Consent To Become A Party Plaintiff, and those who were  
California Class Members but provided service for UPS SCS in states other than  
California after March 28, 2008.

1           You have received this notice because you previously filed a consent form to  
 2       become party plaintiff and are a member of the FLSA Class and are entitled to a proportionate  
 3       share of the settlement. This notice is designed to inform you of the terms of the settlement, and  
 4       how you can make corrections to the information on the enclosed Workweek Verification Form,  
 5       which will be used to calculate your settlement share.

## 6           2.       **BACKGROUND OF THE CASE**

7           On July 2, 2008, plaintiffs brought a lawsuit against UPS SCS entitled, "*Paula*  
 8       *LaBrie, Alfredo Macias, Peter Millman, Tom Chortabtim, and Raf Sison v. UPS Supply Chain*  
 9       *Solutions, Inc.*" in the United States District Court, Northern District of California, Case No.  
 10      4:08-CV-03182-PJH (the "Action").

11          Plaintiffs' complaint alleged that UPS SCS misclassified them as independent  
 12      contractors, in violation of the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (the "FLSA"),  
 13      California wage-and-hour law, and California Business and Professions Code section 17200 *et*  
 14      *seq.* and failed to pay overtime and minimum wages; failed to provide reimbursement for  
 15      California business expenses; failed to pay California reporting time; and failed to pay California  
 16      wages due at termination of employment. Plaintiffs alleged the case as a class action on behalf  
 17      of themselves and similarly situated individuals in California, and a collective action composed of  
 18      themselves and similarly situated individuals in the United States, and sought to recover from  
 19      UPS SCS back wages, interest, penalties, and attorneys' fees and costs

20          UPS SCS denies and continues to deny all of plaintiffs' allegations. UPS SCS  
 21      contends that a class or collective action could not properly be certified in the Action if it were  
 22      litigated; that the members of the proposed classes were properly classified as independent  
 23      contractors under federal and state law; that UPS SCS did not violate the FLSA, the California  
 24      Labor Code, or California Business and Professions Code section 17200 *et seq.*; and that UPS  
 25      SCS is not liable for any of the penalties claimed or that could be claimed in the Complaint.

26          In March of 2009, the Court conditionally certified the collective action and  
 27      authorized notice to be send to the FLSA class along with a form of Consent To Become a Party  
 28      Plaintiff. The 522 individuals who filed consents in court are listed on Exhibit A to this Notice.

After more than two days of good-faith negotiations presided over by a private mediator, in which both sides recognized the substantial risks, the probability of lengthy delays and significant additional costs of litigation, plaintiffs and UPS SCS agreed to settle the Action pursuant to the terms and conditions of the Settlement Agreement, subject to Court approval.

The settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is intended or will be construed as an admission by UPS SCS that plaintiffs' claims in the Action have merit or that it has any liability to plaintiffs or the class on those claims.

Both parties and their counsel have concluded that the settlement is advantageous, considering all the risks, delays and uncertainties to each side of continued litigation. The parties and their counsel have determined that the settlement is fair, reasonable, and adequate and is in the best interests of the members of the class.

### 3. SUMMARY OF THE SETTLEMENT

The settlement provides for the following:

(a) **Who is included in the settlement?** You are included in the settlement if you fall within the class definition set forth at the beginning of this notice. UPS SCS's records indicate that you are a member of the FLSA Class.

(b) **How do I receive money from the settlement?** Your proportionate settlement share is shown on the enclosed Workweek Verification form and was calculated based on the information in that Form. If you believe the information listed on the Workweek Verification form is incorrect, you must note any corrections and return the form via U.S. mail, fax or hand-delivery to the settlement administrator at:

UPS SCS Settlement Administrator  
CPT Group, Inc.

\_\_\_\_\_  
Telephone: ( ) \_\_\_\_ - \_\_\_\_  
Fax: ( ) \_\_\_\_ - \_\_\_\_

To be timely, the Workweek Verification Form must be received by the settlement administrator or, if mailed, postmarked by \_\_\_\_\_, 2010. **Note that you do not need to submit**

1 the enclosed Workweek Verification Form, unless you believe the information listed on the  
2 form is incorrect.

3 (a) **What will I receive from the settlement?** Under the settlement, UPS SCS will  
4 pay \$12,800,000. Out of the \$12,800,000, UPS SCS will pay certain amounts approved by the  
5 court for the Class Representative Payments, attorneys' fees and costs, the payment to the Labor  
6 and Workforce Development Agency of the State of California, and the settlement administrator's  
7 reasonable fees and expenses, which will not exceed the requested amounts of \$2,165,000. The  
8 remainder (the "Net Settlement Amount") of at least \$10, 635,000 will be distributed to members  
9 of the California Class and the FLSA Class. Two Thirds of the Net Settlement Amount will be  
10 distributed to members of the California Class (the "California Class Net Settlement Amount"),  
11 and one-third will be distributed to the FLSA Class (the "FLSA Net Settlement Amount"). This  
12 allocation between the two classes is based on the proportionate claims asserted on behalf of each  
13 class in the case.

14 UPS SCS will pay to each FLSA Class Member a settlement share based on the  
15 number of weeks from July 2, 2005 through October 31, 2009 that he or she was dispatched to  
16 make deliveries for UPS SCS on four or more days ("Covered Workweeks"). The settlements  
17 shares for each Collective Action Class Member will be calculated by (1) dividing the FLSA Net  
18 Settlement Amount by the total number of Covered Workweeks for all FLSA Class Members and  
19 (2) multiplying the result by the Collective Action Class Member's Covered Workweeks.

20 (b) **When will I receive my settlement share?** The settlement shares and  
21 other amounts will be paid after final court approval of the settlement and after all rights to appeal  
22 or review are exhausted or any appeal or review has been resolved in favor of the settlement.

23 (c) **How do I dispute information in my Workweek Verification Form?**

24 The Court has appointed CPT Group, Inc., to act as an independent settlement  
25 administrator and to resolve any dispute concerning the calculation of a class member's  
26 entitlement to a settlement share.

27 Enclosed with this notice is your Workweek Verification Form, which sets forth  
28 (according to UPS SCS's delivery records) the number of weeks from July 2, 2005 through

1 October 31, 2009 that you were dispatched to make deliveries for UPS SCS on four or more days  
 2 in a week, as well as your estimated settlement share. Your actual settlement share may end up  
 3 being be higher than estimated.

4 If the information on the form is correct, you do not need to do anything. If you  
 5 disagree with the information shown on the Workweek Verification Form, you must correct and  
 6 sign the Workweek Verification Form and provide documents to prove your correction by the  
 7 stated deadline. In the event of such a dispute, the Settlement Administrator will review UPS  
 8 SCS' records and yours to verify the information. After consultation with you, Class Counsel,  
 9 and UPS SCS, the settlement administrator will make a final determination of the number of  
 10 workweeks properly attributable to you and that determination will be final, binding on you and  
 11 UPS SCS, and non-appealable.

12 **(d) What claims are being released as part of the settlement?**

13 The settlement provides that, as of the date of the judgment approving the  
 14 settlement, all FLSA Class Members will fully and finally release UPS SCS, and its parents,  
 15 predecessors, successors, subsidiaries, affiliates, and trusts, and all of its employees, officers,  
 16 agents, attorneys, stockholders, fiduciaries, other service providers, and assigns, from any and all  
 17 claims, known and unknown, for overtime compensation and minimum wages, whether arising  
 18 under federal, state or local law, and any and all claims for employee benefits or other relief under  
 19 the Employee Retirement Income Security Act, 29 U.S.C. § 1001 *et seq.* ("ERISA"). This release  
 20 excludes the release of claims not permitted by any valid federal, state, or local law.

21 **(e) Can I exclude myself from the settlement?**

22 As a FLSA Class Member who filed a Consent To Become A Party Plaintiff with  
 23 the Court, you cannot exclude yourself from the settlement.

24 **(f) Class Representative Payments:** In addition to their proportionate shares  
 25 as participating class members, plaintiffs will seek approval from the Court for payment of  
 26 \$20,000 each for their services as Class Representatives, for participating in discovery and  
 27 mediation, for their extensive work with Class Counsel, as well as their acceptance of the risk of  
 28 paying UPS SCS's attorneys' fees and expenses in the event of an unsuccessful outcome. These

1 payments will be made out of the settlement.

2 (g) **Class Counsel Fees Payment and Class Counsel Litigation Expenses**

3 **Payment:** As part of the final approval hearing, Plaintiffs will make a motion for Attorneys Fees  
4 and Costs to be paid to Class Counsel, Leonard Carder, LLP, for a maximum of \$1,700,000 for  
5 their attorneys' fees in connection with their work in this case and for not more than \$325,000 in  
6 reimbursement of their litigation costs and expenses. Class members are not personally liable for  
7 any fees and costs and will not be required to pay any such amounts. These amounts approved by  
8 the Court will constitute full and complete compensation for all legal fees and all litigation costs  
9 and expenses of all Class Counsel, through the completion of the litigation, whatever date that  
10 may be. Attorney fees and costs approved by the Court will be paid out of the settlement.  
11 Plaintiffs and Class members are not liable for payment of attorneys' fees or costs incurred by  
12 UPS SCS and no such payments will be made to UPS SCS or its counsel from the settlement.

13 (h) **Payment to LWDA.** The parties have agreed that the Labor and  
14 Workforce Development Agency of the State of California (the "LWDA") will be paid \$20,000  
15 out of the settlement as the LWDA's share of the settlement of civil penalties.

16 (i) **Costs of Administration:** The settlement administrator's reasonable fees  
17 and expenses incurred in administering the settlement will be paid out of the settlement not to  
18 exceed \$20,000.

19  
20 4. **PLAINTIFFS' AND CLASS COUNSEL'S SUPPORT OF THE SETTLEMENT.**

21 Plaintiffs as Class Representatives and Class Counsel support the settlement. Their  
22 reasons include the risk of an unsuccessful outcome or partially unsuccessful outcome on the  
23 merits of plaintiffs' claims, and the inherent delays and uncertainties associated with litigation.  
24 Based on their experience litigating similar cases, Class Counsel believe that further proceedings  
25 in this case, including a trial and probable appeals, would be very expensive and protracted. No  
26 one can confidently predict how the various legal questions at issue, including the amount of  
27 damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts  
28 and circumstances of this case, Class Counsel believe that the settlement is fair, reasonable, and

adequate.

**5. COMMENTING ON THE SETTLEMENT.**

You may comment on the settlement before final approval, either by submitting written comments or by filing a notice of your intent to appear at the final approval hearing. To comment, you must send a written notice of comment or a written notice of your intent to appear at the final approval hearing to the Court and to counsel at the same addresses shown below.

Send your notice to:

Clerk of Court  
United States District Court, Northern District of California  
1301 Clay Street, Suite 400S  
Oakland, California 94612

Also send copies of your notice to the parties' counsel as shown below:

**CLASS COUNSEL**

Lynn Rossman Faris  
Eleanor Morton  
Jennifer Keating  
Leonard Carder, LLP  
1330 Broadway, Suite 1450  
Oakland, California 94612  
Telephone: (510) 272-0169  
Fax: (510) 272-0174  
Email: [lfaris@leonardcarder.com](mailto:lfaris@leonardcarder.com)  
[emorton@leonardcarder.com](mailto:emorton@leonardcarder.com)  
[jkeating@leonardcarder.com](mailto:jkeating@leonardcarder.com)

**UPS SCS'S COUNSEL**

Robert P. Kristoff  
Zachary P. Hutton  
Benjamin Strawn  
Paul, Hastings, Janofsky & Walker LLP  
55 Second Street, 24th Floor  
San Francisco, California 94105-3441  
Telephone: (415) 856-7000  
Fax: (415) 856-7100  
E-mail: [bobkristoff@paulhastings.com](mailto:bobkristoff@paulhastings.com)  
[zachhutton@paulhastings.com](mailto:zachhutton@paulhastings.com)  
[benjaminstrawn@paulhastings.com](mailto:benjaminstrawn@paulhastings.com)

**DO NOT TELEPHONE THE COURT OR UPS SCS'S COUNSEL.**

Any written comment and/or notice of your intent to appear at the hearing must be submitted not later than \_\_\_\_\_, 2010, and must also state your full name, address, and the last four digits of your Social Security number.

**6. FINAL SETTLEMENT APPROVAL HEARING**

The Court will hold a final approval hearing on \_\_\_\_\_, 2010, at \_\_\_\_\_  
\_\_\_\_.m., in Courtroom 3 of the Oakland Division of the United States District Court for the Northern District of California, 1301 Clay Street, Suite 400S, Oakland, California, 94612, to determine whether the settlement should be finally approved as fair, reasonable, and adequate. (If

no objections to the settlement are made by class members, the date of the hearing may be expedited.) The Court will also be asked to approve the requests for the Class Representative Payments and attorneys fees and costs to Leonard Carder, LLP. The hearing may be postponed without further notice to the class. **It is not necessary for you to appear at this hearing. You may appear at the hearing at your option so long as you have filed a notice of intent to appear by \_\_\_\_\_, 2010.**

7. **GETTING MORE INFORMATION**

The above is a summary of the basic terms of the settlement. For the precise and complete terms and conditions of the settlement, you may review the detailed Settlement Agreement, which will be on file with the Clerk of the Court. The pleadings and other records in this litigation including the Settlement Agreement, may be examined (i) online through the Public Access to Court Electronic Resources system, known as "PACER," at <http://ecf.cand.uscourts.gov>, or (ii) in person at the Office of the Clerk at the United States District Court at 1301 Clay Street, Suite 400S, Oakland, California , 94612, between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays, or you may contact Class Counsel or the settlement administrator. **PLEASE DO NOT TELEPHONE THE COURT OR UPS SCS'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS!**

DATED: January \_\_\_\_, 2010

Phyllis J. Hamilton  
United States District Judge

**EXHIBIT D**

[FLSA WORKWEEK VERIFICATION FORM]

**EXHIBIT D****FLSA CLASS WORKWEEK VERIFICATION FORM**

Please read the "Notice of Proposed Settlement of Collective Action, Preliminary Approval of Settlement, and Hearing Date for Final Court Approval" (the "Class Notice") before completing this form.

**NOTE: YOU ONLY NEED TO SUBMIT THIS FORM IF ANY OF THE INFORMATION LISTED BELOW IS INCORRECT.**

**1. Your Contact Information**

Please review and, if necessary, correct on the line to the right your contact information:

Name: <<Name>> \_\_\_\_\_

Address: <<Address>> \_\_\_\_\_

City, State, Zip: <<City>>, <<State>> <<Zip Code>> \_\_\_\_\_

Social Security number (last four digits) only: <<SSN>> \_\_\_\_\_

**Please provide further contact information here.**

Telephone number (daytime): \_\_\_\_\_

Telephone number (cell): \_\_\_\_\_

E-mail: \_\_\_\_\_

**DEADLINE: You must submit this form to the UPS SCS Settlement Administrator, POSTMARKED or DELIVERED (via fax or hand-delivery), by \_\_\_\_\_, 2010.**

**2. Your Covered FLSA WorkWeeks During the Class Period**

Under the settlement, your proportionate settlement share will be based on the number of weeks during the class period (July 2, 2005 through October 31, 2009) that you were dispatched on at least four of the seven days to make a delivery for UPS Supply Chain Solutions, Inc. (See § 1 of the Class Notice). The delivery records of UPS SCS show that during the class period, there were <<Covered Workweeks>> weeks when you were dispatched to make deliveries for UPS SCS on four or more days. (Even if you worked too few workweeks, you will receive a minimum payment of \$500.)

Based on these workweeks, your estimated settlement share is \$ SHARE. Payment of this amount will only be made if the Court finally approves the settlement. The amount could change if not all class members participate in the settlement or if the Court does not approve amounts requested for the various payments explained in §3h, i, j and k of the attached Notice. Your actual settlement share may end up being different.

If you believe that the workweek information is incorrect as stated, please (i) correct that information in the space below (using additional paper if necessary), and (ii) enclose documentary evidencesupporting your correction(s). If you fail to provide documentary evidence in support of your correction, no correction will be made.

\_\_\_\_\_  
\_\_\_\_\_

**Note:** If you do not submit a correction, you waive your right to challenge the number of workweeks stated above. By submitting a correction, you are authorizing the settlement administrator to review UPS SCS's records and your records to make a determination which may increase or decrease the value of your share of the settlement. All such determinations by the settlement administrator are final and binding with no opportunity for further appeal.

3. **Signature and Confirmation**

I state that that the information set forth above (including any corrections I have made), is true and correct.

\_\_\_\_\_, 2009

\_\_\_\_\_  
Signature

**If you wish to submit corrections with documentation, this form must be POSTMARKED or DELIVERED (via fax or hand- delivery) on or before \_\_\_\_\_, 2010. A form postmarked or received by the settlement administrator after this deadline will not be accepted absent good cause shown. An-addressed, stamped envelope has been enclosed for your convenience or this form must be mailed or delivered to the Settlement Administrator at.**

UPS SCS Settlement Administrator  
CPT Group, Inc.

\_\_\_\_\_  
Telephone: ( ) \_\_\_\_ - \_\_\_\_  
Fax: ( ) \_\_\_\_ - \_\_\_\_

4. **Questions?**

If you have questions regarding this form, please contact the settlement administrator at the number above or Class Counsel at (510) 272-0169.

**EXHIBIT E**

[CAFA NOTICE]

**EXHIBIT E**

ROBERT P. KRISTOFF (SB# 90874) bobkristoff@paulhastings.com  
ZACHARY P. HUTTON (SB# 234737) zachhutton@paulhastings.com  
BENJAMIN B. STRAWN (SB# 261057) benjaminstrawn@paulhastings.com  
PAUL, HASTINGS, JANOFSKY & WALKER LLP  
55 Second Street, Twenty-Fourth Floor  
San Francisco, California 94105  
Telephone: (415) 856-7000  
Facsimile: (415) 856-7100

Attorneys for Defendant  
UPS SUPPLY CHAIN SOLUTIONS, INC.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
(OAKLAND DIVISION)

PAULA LABRIE, ALFREDO MACIAS,  
PETER MILLMAN, TOM CHORTABTIM,  
RAF SISON,

Plaintiffs,

vs.

UPS SUPPLY CHAIN SOLUTIONS, INC.,

Defendant.

CASE NO. 4:08-CV-03182 PJH

**NOTICE OF PROPOSED SETTLEMENT**

28 U.S.C. § 1715

PLEASE TAKE NOTICE that the parties to the above-referenced class action have settled the claims at issue in the litigation. Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1711 *et seq.* ("CAFA"), defendant UPS Supply Chain Solutions, Inc. ("UPS SCS") provides this notice to the Attorney General of the United States of America and the appropriate state official in each state in which a class member resides. UPS SCS encloses the following documents in accordance with its notice obligations under 28 U.S.C. section 1715(b):

1. Plaintiffs' complaint in the above-titled action.
2. Plaintiffs' first amended complaint in the above-titled action.

3. Plaintiffs' second amended complaint in the above-titled action.
4. Notice of scheduled judicial hearings in the above-titled action.
5. The parties' Settlement Agreement.
6. The parties' proposed Notice of Conditional Certification of Settlement Class, Proposed Settlement, Preliminary Court Approval of Settlement, and Hearing Date for Final Court Approval.
7. The parties' proposed Claim Form.
8. The names of Class Members who reside in each state and the estimated proportionate share of the claims of Class Members in each state to the entire settlement.

PLEASE TAKE FURTHER NOTICE that pursuant to CAFA you are not required to comment on the settlement. However, if you wish to comment, please file your comments by \_\_\_\_\_, 2009, at the following address:

Clerk of Court  
United States District Court, Northern District of California  
1301 Clay Street, Suite 400S  
Oakland, California 94612

Alternatively, the United States District Court for the Northern District of California (the "District Court") uses the federal electronic case filing ("ECF") system. More information about the District Court's ECF system can be found at <http://ecf.cand.uscourts.gov>. If you choose to comment on the settlement, please also provide notice to the parties' counsel as follows:

**CLASS COUNSEL**

Lynn Rossman Faris  
Eleanor Morton  
Jennifer Keating  
Leonard Carder, LLP  
1330 Broadway, Suite 1450  
Oakland, California 94612  
Telephone: (510) 272-0169  
Facsimile: (510) 272-0174  
Email: [lfaris@leonardcarder.com](mailto:lfaris@leonardcarder.com)  
[emorton@leonardcarder.com](mailto:emorton@leonardcarder.com)  
[jkeating@leonardcarder.com](mailto:jkeating@leonardcarder.com)

**UPS SCS'S COUNSEL**

Robert P. Kristoff  
Zachary P. Hutton  
Benjamin Strawn  
Paul, Hastings, Janofsky & Walker LLP  
55 Second Street, 24th Floor  
San Francisco, California 94105-3441  
Telephone: (415) 856-7000  
Facsimile: (415) 856-7100  
E-mail: [bobkristoff@paulhastings.com](mailto:bobkristoff@paulhastings.com)  
[zachhutton@paulhastings.com](mailto:zachhutton@paulhastings.com)  
[benjaminstrawn@paulhastings.com](mailto:benjaminstrawn@paulhastings.com)

1  
2 If you have questions about this notice, the underlying action, or the enclosed materials,  
3 please contact counsel for UPS SCS as provided above.

4 DATED: \_\_\_\_\_, 2009 PAUL, HASTINGS, JANOFSKY & WALKER LLP

5  
6 By: \_\_\_\_\_

7 ROBERT P. KRISTOFF

8 Attorneys for Defendant,  
9 UPS SUPPLY CHAIN SOLUTIONS, INC.  
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**EXHIBIT F**

[ORDER OF PRELIMINARY APPROVAL OF SETTLEMENT]

EXHIBIT F

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
(OAKLAND DIVISION)

PAULA LABRIE, ALFREDO MACIAS,  
PETER MILLMAN, TOM CHORTABTIM,  
RAF SISON,

Plaintiffs,

vs.

UPS SUPPLY CHAIN SOLUTIONS, INC.,

Defendant.

CASE NO. 4:08-CV-03182 PJH

**[PROPOSED] ORDER**

**(1) CONDITIONALLY CERTIFYING  
SETTLEMENT CLASSES;**

**(2) PRELIMINARILY APPROVING THE  
CLASS SETTLEMENT;**

**(3) APPOINTING CLASS  
REPRESENTATIVES AND CLASS  
COUNSEL;**

**(4) APPROVING CLASS NOTICES AND  
RELATED MATERIALS;**

**(5) APPOINTING SETTLEMENT  
ADMINISTRATOR; AND**

**(6) SCHEDULING FINAL APPROVAL  
HEARING.**

1                   On November \_\_\_\_\_, 2009, a hearing was held on the joint motion of  
2 plaintiffs Paula LaBrie, Alfredo Macias, Peter Millman, Tom Chortabtim, and Raf Sison  
3 (“Plaintiffs”) and defendant UPS Supply Chain Solutions, Inc. (“UPS SCS”), for certification of  
4 settlement classes in this action, preliminary approval of the parties’ proposed settlement,  
5 approval of the notices to be sent to the classes about the settlement and related forms, and the  
6 setting of a date for the hearing on final approval of the settlement. Lynn Rossman Faris and  
7 Eleanor Morton of Leonard Carder, LLP appeared for the Plaintiffs; and Robert P. Kristoff and  
8 Zachary P. Hutton of Paul, Hastings, Janofsky & Walker LLP appeared for UPS SCS.

9                   The Court having read and considered the papers on the motion, the arguments of  
10 counsel, and the law, and good cause appearing therefore,

11                   IT IS ORDERED:

12               1.       The Court has jurisdiction over this action and the parties’ proposed settlement  
13 under 28 U.S.C. sections 1331 and 1367, as Plaintiffs’ complaint was brought under the Fair  
14 Labor Standards Act, 29 U.S.C. § 201 *et seq.*; and related California wage-and-hour law; the  
15 Court has original jurisdiction over Plaintiffs’ federal law claims; and the Court has supplemental  
16 jurisdiction over Plaintiffs’ state-law claims because they arise from the same alleged transactions  
17 and occurrences as do Plaintiffs’ federal-law claims.

18               2.       The proposed California Class satisfies the requirements of a settlement class  
19 under Rule 23 of the Federal Rules of Civil Procedure, and the proposed FLSA Settlement Class  
20 satisfies the requirements of a collective action settlement class under section 16(b) of the Fair  
21 Labor Standards Act, 29 U.S.C. § 216(b), because the class members are readily ascertainable and  
22 a well-defined community of interest exists in the common questions of law and fact affecting the  
23 parties.

24               3.       The following classes of persons are certified in this action solely for the purposes  
25 of the Settlement:

26                   a.       California Class: All persons who worked for UPS SCS while classified  
27 as independent contractor couriers in California, at any time from July 2, 2004 through October  
28 31, 2009, and who made 10% or more of their deliveries for UPS SCS from July 2, 2004 through

1 October 31, 2009 in California.

2 b. FLSA Settlement Class: All persons who are not California Class  
3 Members who worked for UPS SCS while classified as independent contractor couriers in states  
4 other than California at any time from July 2, 2005 through October 31, 2009, and who filed with  
5 the Court a Consent To Become A Party Plaintiff, and those who were California Class Members  
6 but provided service for UPS SCS in states other than California after March 28, 2008.

7 4. The parties' Settlement Agreement (the "Settlement") (Declaration of Lynn  
8 Rossman Faris, Exh. 1) is granted preliminary approval because it appears to be fair, adequate  
9 and reasonable, appears to be the product of arm's-length and informed negotiations and to treat  
10 all class members fairly.

11 5. The parties' proposed notice plan is constitutionally sound because individual  
12 notices will be mailed to all class members whose identities are known to the parties, and such  
13 notice is the best notice practicable. The parties' proposed Notice of Proposed Settlement of  
14 Class Action, Conditional Certification of Settlement Class, Preliminary Approval of Settlement,  
15 and Hearing Date for Final Court Approval and proposed Claim Form (*id.*, Exhs. A and B) (the  
16 "California Class Notice Packets") are sufficient to inform members of the California Class of the  
17 terms of the Settlement, their rights under the Settlement, their rights to object to the settlement,  
18 their right to receive a proportionate Settlement Share or Opt-out and not to participate in the  
19 Settlement, and the processes for doing so, and the date and location of the final approval hearing,  
20 and therefore are approved. The parties' proposed Notice of Proposed Settlement of Collective  
21 Action, Preliminary Approval of Settlement, and Hearing Date for Final Court Approval and  
22 proposed Workweek Verification Form (*id.*, Exhs. C and D) (the "FLSA Class Notice Packets")  
23 are sufficient to inform members of the Opt-In Settlement Class of the terms of the Settlement,  
24 their rights under the Settlement, their right to receive a proportionate Settlement Share, their  
25 right to comment on the Settlement and the processes for doing so, and the date and location of  
26 the final approval hearing, and therefore are also approved.

27 6. All members of the FLSA Settlement Class will receive a Settlement Share. Any  
28

1 member of the California Settlement Class who has not previously filed a Consent To Become A  
2 Party Plaintiff submit a timely Claim Form within thirty days after the date the Settlement  
3 Administrator mails the Opt-Out Class Notice Packet will receive a Settlement Share.

4 7. Members of the FLSA Settlement Class shall have no right to object to the  
5 Settlement, or to opt-out of the Settlement, because they have already opted-in by filing consent  
6 forms to become party plaintiffs, but they have been provided the opportunity to submit written  
7 comments regarding the Settlement to the Court.

8 8. Those members of the California Class who have not filed a Consent To Become  
9 a Party Plaintiff, and who wish to object to the Settlement or to opt-out of the Settlement have  
10 until thirty days after the mailing of the California Class Notice Packet to submit their objection  
11 or Opt-out pursuant to the procedures set forth in the Class Notice.

12 9. \_\_\_\_\_ is appointed to act as the Settlement Administrator, pursuant to the  
13 terms set forth in the Settlement.

14 10. Plaintiffs Paula LaBrie, Alfredo Macias, Peter Millman, Tom Chortabtim, and Raf  
15 Sison are appointed Class Representatives. Lynn Rossman Faris, Eleanor Morton, and Jennifer  
16 Keating of Leonard Carder, LLP are appointed Class Counsel.

17 11. The California Class Notice Packet and FLSA Class Notice Packet will be  
18 disseminated according to the notice plan described in the Settlement Agreement and  
19 substantially in the form submitted by the parties. Proof of distribution of notice will be filed by  
20 the parties at or prior to the final approval hearing.

21 12. UPS SCS is directed to provide the Settlement Administrator as soon as possible  
22 using best efforts and in no event later than thirty days after the date of this order the Class Data  
23 as specified by the Settlement Agreement and Plaintiffs' Class Counsel shall provide to the  
24 Settlement Administrator any and all information regarding current addresses of class members.

25 13. The Settlement Administrator is directed to mail the approved Opt-Out Class  
26 Notice Packet and Opt-In Class Notice Packet by first-class mail to members of the respective  
27 classes as soon as possible using best efforts and in no event later than ten days after receipt of the  
28 Class Data from UPS SCS.

1           14. Pursuant to the Class Action Fairness Act, 28 U.S.C. § 1711 *et seq.* ("CAFA"), not  
2 later than ten days after the Parties' joint motion seeking preliminary approval of the Settlement  
3 was filed in court, UPS SCS served upon the Attorney General of the United States and the  
4 appropriate state official of each state in which a Class Member resides a notice of the Settlement  
5 consisting of: a copy of the pleadings in this action; a notice of the scheduled judicial hearings in  
6 this action; the settlement agreement; the Opt-Out Class Notice Packet; and the names of Opt-Out  
7 Class Members who reside in each state and the estimated proportionate share of the Opt-Out  
8 Class Members in each state compared to the entire Settlement. The notice of settlement also  
9 invited comment on the Settlement. Accordingly, the Court finds that UPS SCS has discharged  
10 its obligations under CAFA to provide notice to the appropriate federal and state officials.

11           15. A final hearing will be held on \_\_\_\_\_, 2010, at \_\_\_\_\_.m., to determine  
12 whether the Settlement should be granted final approval as fair, reasonable, and adequate as to the  
13 class members. The Court will hear all evidence and argument necessary to evaluate the  
14 Settlement, and will consider the Plaintiffs' Motion for Class Representative Payments, Attorneys  
15 Fees and Costs. California Class Members and their counsel may support or oppose the  
16 Settlement and the motion for awards of the Class Representative Payment and the Class Counsel  
17 Fees Payment and Class Counsel Litigation Expenses Payment, if they so desire, as set forth in  
18 the Class Notice; FLSA Class Members may comment on the Settlement and the Plaintiffs'  
19 Motion for Class Representative Payments, Attorneys Fees and Costs.

20           16. Any California Class Member may appear at the final approval hearing in person  
21 or by his or her own attorney, and show cause why the Court should not approve the Settlement,  
22 or object to the motion for awards of the Class Representative Payment and the Class Counsel  
23 Fees and Costs. For any comments or objections to be considered at the hearing, the California  
24 Class Member or FLSA Class Member must file written objections and/or comments with the  
25 Clerk of Court indicating briefly the nature of his/her comments, support or objection, and mailed  
26 to Class Counsel, not later than thirty days after mailing of the California and FLSA Class Notice  
27 Packets.

28           17. If no objections or comments are made to the Settlement, the parties may apply to

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1 the Court to expedite the date of the final approval hearing. The Court reserves the right to  
2 continue the date of the final approval hearing without further notice to Class Members. The  
3 Court retains jurisdiction to consider all further applications arising out of or in connection with  
4 the Settlement.

5 Dated: December \_\_, 2009.

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Phyllis J. Hamilton  
United States District Judge  
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**EXHIBIT G**

[ORDER OF FINAL JUDGMENT AND DISMISSAL WITH PREJUDICE]

EXHIBIT G

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
(OAKLAND DIVISION)

PAULA LABRIE, ALFREDO MACIAS,  
PETER MILLMAN, TOM CHORTABTIM,  
RAF SISON,

Plaintiffs,

vs.

UPS SUPPLY CHAIN SOLUTIONS, INC.,

Defendant.

CASE NO. 4:08-CV-03182 PJH

**[PROPOSED] ORDER**

**(1) CONFIRMING CERTIFICATION OF  
CLASS ACTION AND COLLECTIVE  
ACTION;**

**(2) GRANTING FINAL APPROVAL TO  
CLASS ACTION SETTLEMENT; AND**

**(3) ENTERING FINAL JUDGMENT**

On \_\_\_\_\_, 2010, a hearing was held on the joint motion of plaintiffs Paula LaBrie, Alfredo Macias, Peter Millman, Tom Chortabtim, and Raf Sison ("Plaintiffs") and defendant UPS Supply Chain Solutions, Inc. ("UPS SCS"), for final approval of their class settlement (the "Settlement") and payments to the Labor and Workforce Development Agency and the Settlement Administrator. Lynn R. Faris and Eleanor Morton of Leonard Carder, LLP appeared for the Plaintiffs; and Robert P. Kristoff and Zachary P. Hutton of Paul, Hastings, Janofsky & Walker LLP appeared for UPS SCS.

The Parties have submitted their Settlement, which this Court preliminarily approved by its December \_\_\_, 2009, order (Docket No. \_\_) (the "Preliminary Approval Order"). In accordance with the Preliminary Approval Order, FLSA Class Members and California Class Members have been given notice of the terms of the Settlement and an opportunity to comment, and California Class Members who did not previously file a Consent To Become A Party Plaintiffs with the Court have been given the opportunity to object to it or to opt-out. California Class Members who have not filed a Consent To Become A Party Plaintiff have also been provided with a claim form.

Having received and considered the Settlement, the supporting papers filed by the Parties, and the evidence and argument received by the Court before entering the Preliminary Approval Order and at the final approval hearing, the Court grants final approval of the Settlement, enters this Final Approval Order, and HEREBY ORDERS and MAKES DETERMINATIONS as follows:

1. The Court has jurisdiction over this action and the parties' Settlement under 28 U.S.C. sections 1331 and 1367, as Plaintiffs' complaint was brought under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*; and related California wage-and-hour law; the Court has original jurisdiction over Plaintiffs' federal law claims; and the Court has supplemental jurisdiction over Plaintiffs' state-law claims because they arise from the same alleged transactions and occurrences as do Plaintiffs' federal-law claims.

2. Pursuant to this Court's Preliminary Approval Order, a California Class Notice Packet consisting of a Notice of Proposed Settlement of Class Action, Conditional Certification

1 of Settlement Class, Preliminary Approval of Settlement, and Hearing Date for Final Court  
2 Approval and a Claim Form was sent to each California Class Member by first-class mail. These  
3 papers informed California Class Members of the terms of the Settlement, their right to receive a  
4 proportionate Settlement Share, their right to object to the Settlement or to opt-out of the  
5 Settlement and pursue their own remedies, and their right to appear in person or by counsel at the  
6 final approval hearing and be heard regarding approval of the Settlement. Adequate periods of  
7 time were provided by each of these procedures.

8 3. Pursuant to this Court's Preliminary Approval Order, an FLSA Class Notice  
9 Packet consisting of Notice of Proposed Settlement of Collective Action, Preliminary Approval of  
10 Settlement, and Hearing Date for Final Court Approval and Workweek Verification Form was  
11 sent to each FLSA Class Member by first-class mail. These papers informed FLSA Class  
12 members of the terms of the Settlement, their rights under the Settlement, their right to receive a  
13 proportionate Settlement Share, their right to comment on the settlement, and the date and  
14 location of the final approval hearing.

15 4. The Court finds and determines that this notice procedure afforded adequate  
16 protections to all class members and provides the basis for the Court to make an informed  
17 decision regarding approval of the Settlement based on the responses of class members. The  
18 Court finds and determines that the notice provided in this case was the best notice practicable,  
19 which satisfied the requirements of law and due process.

20 5. Pursuant to the Class Action Fairness Act, 28 U.S.C. § 1711 *et seq.* ("CAFA"), not  
21 later than ten days after the Parties' joint motion seeking preliminary approval of the Settlement  
22 was filed in court, UPS SCS served upon the Attorney General of the United States and the  
23 appropriate state official of each state in which a Class Member resides a notice of the Settlement  
24 consisting of: a copy of the pleadings in this action; a notice of the scheduled judicial hearings in  
25 this action; the settlement agreement; the California Class Notice Packet; and the names of  
26 California Class Members who reside in each state and the estimated proportionate share of the  
27 California Class Members in each state compared to the entire Settlement. The notice of  
28 Settlement also invited comment on the Settlement. Accordingly, the Court finds that UPS SCS

1 has discharged its obligations under CAFA to provide notice to the appropriate federal and state  
2 officials.

3 6. [\_\_\_ California Class Members filed written objections to the proposed settlement  
4 as part of this notice process or stated an intent to appear at the final approval hearing. The Court  
5 considered each object and hereby overrules all such objections raised by objecting  
6 California Class Members. \_\_\_ FLSA Class Members filed written comments to the proposed  
7 settlement. The Court considered and rejected those comments in arriving at its decision.]

8 7. For the reasons stated in the Preliminary Approval Order, the Court finds and  
9 determines that the proposed California Class, as defined in the definitions section of the  
10 Settlement, meets all of the legal requirements for certification of a class action, and it is hereby  
11 ordered that the California Settlement Class is finally approved and certified as a class action for  
12 purposes of settlement of this action.

13 8. For the reasons stated in the Preliminary Approval Order and this Court's Order of  
14 March 19, 2009 granting conditional certification, this Court finds and determines that the FLSA  
15 Class, as defined in the definitions section of the Settlement, meets all of the legal requirements  
16 for certification as a collective action under section 16(b) of the FLSA, 29 U.S.C. § 216(b), and it  
17 is hereby ordered that the FLSA Settlement Class is finally certified as a collective action for  
18 purposes of settlement of this action.

19 9. The Court further finds and determines that the terms of the Settlement are fair,  
20 reasonable and adequate to the class and to each class member, that the class members who have  
21 not opted out will be bound by the Settlement, that the Settlement is finally approved, and that all  
22 terms and provisions of the Settlement should be and hereby are ordered to be consummated.

23 10. The Court finds and determines that the Settlement Shares to be paid to the  
24 Claimants as provided for by the Settlement are fair and reasonable. The Court hereby gives final  
25 approval to and orders the payment of those amounts be made to the Claimants out of the Net  
26 Settlement Amount in accordance with the Settlement.

27 11. The Court finds and determines that payment to the California Labor and  
28 Workforce Development Agency of \$20,000 as its share of the settlement of the Plaintiffs' claim

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1 for civil penalties under Labor Code Section 2699, *et seq.* in this case is fair, reasonable, and  
2 appropriate. The Court hereby gives final approval to and orders that the payment of that amount  
3 be paid out of the Gross Settlement Amount in accordance with the Settlement.

4 12. The Court finds and determines that the fees and expenses of \_\_\_\_\_, in  
5 administrating the settlement, in the amount of \$\_\_\_\_\_, are fair and reasonable. The Court  
6 hereby gives final approval to and orders that the payment of that amount be paid out of the Gross  
7 Settlement Amount in accordance with the Settlement.

8 13. The Court determines by separate order the request by Plaintiffs and Class Counsel  
9 to the Class Representative Payments, Class Counsel Fees Payment, and Class Counsel Litigation  
10 Expenses Payment.

11 14. Nothing in this order shall preclude any action to enforce the Parties' obligations  
12 under the Settlement or under this order, including the requirement that UPS SCS make payments  
13 to the Claimants in accordance with the Settlement.

14 15. Upon completion of administration of the settlement, the Settlement Administrator  
15 will provide written certification of such completion to the Court and counsel for the Parties.

16 16. By operation of the entry of this Final Approval Order and pursuant to the  
17 Settlement, Plaintiffs are permanently barred from prosecuting against UPS SCS any of the  
18 Plaintiffs' Released Claims; FLSA Class Members and Participating California Class Members  
19 are permanently barred from prosecuting against UPS SCS any of the Class's Released Claims.

20 17. If, for any reason, the Settlement ultimately does not become Final (as defined by  
21 the Settlement), this Final Approval Order will be vacated; the Parties will return to their  
22 respective positions in this action as those positions existed immediately before the Parties  
23 executed the Settlement; and nothing stated in the Settlement or any other papers filed with this  
24 Court in connection with the Settlement will be deemed an admission of any kind by any of the  
25 Parties or used as evidence against, or over the objection of, any of the Parties for any purpose in  
26 this action or in any other action.

27 18. By means of this Final Approval Order, this Court hereby enters final judgment in  
28 this action, as defined in Rule 58(a)(1), Federal Rules of Civil Procedure.

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1           19.     Without affecting the finality of this Final Approval Order in any way, the Court  
2 retains jurisdiction of all matters relating to the interpretation, administration, implementation,  
3 effectuation and enforcement of this order and the Settlement.

4           20.     The Parties are hereby ordered to comply with the terms of the Settlement.

5           21.     This action is dismissed with prejudice, each side to bear its own costs and  
6 attorneys' fees except as provided by the Settlement and this Court's order on Plaintiffs' Motion  
7 For Class Representative Payments, Class Counsel Fees Payment, and Class Counsel Litigation  
8 Expenses Payment.

9           Dated: \_\_\_\_\_, 2010.

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12 Phyllis J. Hamilton  
13 United States District Judge  
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